



**Health Services**  
LOS ANGELES COUNTY

August 29, 2006

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO AGREEMENTS WITH VARIOUS  
CONTRACTORS FOR TEMPORARY MEDICAL PERSONNEL SERVICES -  
CERTIFIED REGISTERED NURSE ANESTHETIST (All Districts) (3 Votes)**

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to offer and sign an Amendment, substantially similar to the attached Exhibit I, to Agreements with the current Certified Registered Nurse Anesthetist (CRNA) providers listed in Attachment A, to extend the term of the Agreements, at the same hourly rates, effective October 1, 2006 through April 30, 2009, at a maximum total cost of \$618,000 per year, net County cost.

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Los Angeles, CA 90012

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to offer and sign an Amendment to Agreements with the current CRNA providers listed in Attachment A, to extend the term of the Agreements at the same hourly rates, for the continued provision of temporary CRNA personnel services at all the Department of Health Services (DHS or Department) facilities, effective October 1, 2006 through September 30, 2007, with provision for automatic renewal through September 30, 2008, and an additional seven months through April 30, 2009.

FISCAL IMPACT/FINANCING:

The estimated annual cost for CRNA services provided to the participating County medical facilities is: 1) Harbor/UCLA Medical Center (Harbor), \$167,000; 2) High Desert Health System (High Desert), \$1,000; 3) LAC+USC Healthcare Network (LAC+USC), \$40,000; 4) Martin Luther King, Jr./Drew (King/Drew), \$100,000; 5) Olive View/UCLA Medical Center (Olive View), \$100,000; and 6) Rancho Los Amigos National Rehabilitation Center (Rancho), \$210,000, or a total annual maximum obligation of \$618,000.

Funding for this Amendment is included in the Fiscal Year 2006-07 Adopted Budget and will be requested in future fiscal years.



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FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has contracted with private sector CRNA registries to meet DHS' staffing needs. Under the direct supervision of physicians, CRNAs provide anesthesia to patients in surgery and to obstetrics patients in delivery. CRNAs may also be involved with the pre-operative/post-operative evaluation of patients prior to or after receiving anesthesia.

On September 26, 2000, the Board approved the existing Agreements with four registries which had been recommended by the County medical facilities and subsequently selected after the County's review and approval of a completed questionnaire and submission of the required documentation, such as a certificate of insurance, business license, articles of incorporation, etc.

On November 9, 2004, the Board approved Amendment No. 1 to the existing Agreements to increase the hourly rates for contractors for the Day, Evening, and Night shifts.

Amendment No. 2 extended the term of the Agreements, effective October 1, 2005 through September 30, 2006. The Amendment also allowed the Department to increase King/Drew's maximum obligation under the current contract from \$25,000 to \$97,355.

Upon Board approval, Amendment No. 3 will amend the Agreements with the current contractors, effective October 1, 2006 through September 30, 2007, with renewal through September 30, 2008, and an additional seven months through April 30, 2009. The existing form Agreement will continue to be offered to other qualified contractors of temporary CRNA services on an as-needed basis during the Agreement term.

These CRNA services are designed to be used only on an as-needed basis. The Amendment does not obligate the County to order any services from the contractors during the term of the Agreement.

In addition, the current Agreements acknowledge the County's right to contract with other providers and to perform CRNA services itself, using County personnel. Contractors are used only when County staff are not available to provide services.

All contractors are required to provide current, active documentation of State-level Registered Nurse and Nurse Anesthetist licenses and national-level CRNA re-certification for each of their CRNAs before assignment to a County facility.

The contractors will continue to accept referrals of County employees from the County's Human Resources staff throughout the term of the Agreement.

The recommended Amendment contains the latest provisions regarding compliance with the County's jury service program, no payment for services provided following expiration/termination of the contract, and contractor's acknowledgment of County's commitment to the safely surrendered baby law.

The Agreement may be terminated with or without cause by the County by providing a 30-day advance written notice.

The Honorable Board of Supervisors  
August 29, 2006  
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Contract monitoring functions are performed by staff at Harbor, High Desert, LAC+USC, King/Drew, Olive View, and Rancho.

Attachments A and B provide additional information.

County Counsel has approved the Amendment (Exhibit I ) as to use and form.

CONTRACTING PROCESS:

DHS has made a finding that the contract services are of a professional and temporary nature, and that they are required on an intermittent basis.

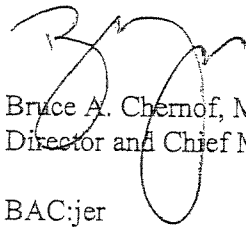
The existing form Agreement will continue to be offered to other qualified contractors of temporary CRNA services on an as-needed basis during the Agreement term.

IMPACT OF CURRENT SERVICES (OR PROJECTS):

This Amendment will ensure that vital CRNA services are available when needed.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:jer  
BLETRCD4245.jer.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

Temporary Certified Registered Nurse Anesthetist (CRNA) services in Department of Health Services medical facilities.

2. AGENCIES ADDRESSES AND CONTACT PERSONS:

- |  |  |
|--|--|
| <p>a. Nurse Connection, Inc.<br/>4311 Wilshire Blvd., Suite 400<br/>Los Angeles, CA 90010<br/>Attention: Joseph Baiden, Vice-President<br/>Telephone: (800) 422-0121<br/>Contract No.: H-211768</p>                            | <p>b. Reliable Health Care Services, Inc.<br/>5705 South Sepulveda Blvd.<br/>Culver City, CA 90230<br/>Attention: William Benbassat, President<br/>Telephone: (800) 458-1989<br/>Contract No.: H-211729</p>                            |
| <p>c. United Anesthesia Associates, Inc.<br/>110 Hepler Street, P.O. Box 1847<br/>Kernersville, North Carolina 27285<br/>Attention: Ludy Strother, Vice President<br/>Telephone: (800) 334-8320<br/>Contract No.: H-211818</p> | <p>d. Maxim Health Systems dba, Maxim Physician Resources<br/>6100 Fairview Road, Suite 1145<br/>Charlotte, North Carolina 28210<br/>Attention: Matt Shelton, Acc.Manager<br/>Telephone: (866) 466-2974<br/>Contract No.: H-700793</p> |

3. TERM:

Amendments will be effective October 1, 2006 through September 30, 2007, with renewal through September 30, 2008, and an additional seven months through April 30, 2009, upon mutual consent of the parties.

4. FINANCIAL INFORMATION:

The cost for CRNA services provided to the participating County medical facilities will be as follows:  
1) Harbor/UCLA Medical Center, \$167,000; 2) High Desert Health System, \$1,000; 3) LAC+USC Healthcare Network, \$40,000; 4) Martin Luther King, Jr./Charles R. Drew Medical Center, \$100,000; 5) Olive View/UCLA Medical Center, \$100,000; and 6) Rancho Los Amigos National Rehabilitation Center, \$210,000, or a total annual maximum obligation of \$618,000.

Funding for this Agreement is included in the Fiscal Year 2006-2007 Adopted Budget and will be requested in future fiscal years.

5. PROGRAM INFORMATION:

Under the direct supervision of physicians, CRNAs provide anesthesia to patients in surgery and to obstetrics patients in delivery. CRNAs may also be involved with the pre-operative/post-operative evaluation of patients prior to or after receiving anesthesia.

6. APPROVALS:

Harbor/UCLA Medical Center:  
Olive View/UCLA Medical Center:  
LAC+USC Healthcare Network:  
King/Drew Medical Center:  
Rancho Los Amigos:  
High Desert Health System:  
Contracts and Grants Division:  
County Counsel (as to form):

Tecla A. Mickoseff, Chief Executive Officer  
Melinda Anderson, Chief Executive Officer  
Pete Delgado, Chief Executive Officer  
Antionette Smith Epps, Chief Executive Officer  
Valerie Orange, Chief Executive Officer  
Beryl Brooks, Chief Executive Officer  
Cara O'Neill, Chief  
Sharon A. Reichman, Principal Deputy County Counsel

ANNUAL BUDGET EFFECTIVE 10/1/06 THROUGH 4/30/09

HARBOR/UCLA MEDICAL CENTER	\$167,000
HIGH DESERT HEALTH SYSTEM	1,000
LAC+USC HEALTHCARE NETWORK	40,000
MARTIN LUTHER KING, JR./CHARLES R. DREW MED CNTR	100,000
OLIVE VIEW/UCLA MEDICAL CENTER	100,000
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER	<u>210,000</u>
TOTAL	<u>\$618,000</u>

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Contract No. H-\_\_\_\_\_

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

(Certified Registered Nurse Anesthetist)

AMENDMENT NO. \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES (here-  
after "COUNTY"),

and

\_\_\_\_\_  
(hereafter "CONTRACTOR").

WHEREAS, reference is made to that certain document entitled  
"TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT (Certified  
Registered Nurse Anesthetist)", dated \_\_\_\_\_, and  
any Amendments thereto, all further identified as Agreement No.  
H-\_\_\_\_\_, (all hereafter "Agreement"); and

WHEREAS, it is the desire of the parties hereto to amend  
Agreement to extend its term and make other hereafter described  
changes; and

WHEREAS, the Agreement provides that changes to its  
provisions may be made in the form of a written amendment which  
is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective October 1, 2006.

2. That Paragraph 1, Term, of the Agreement be amended as follows:

"1. Term: The term of this Agreement shall commence on October 1, 2006 and shall continue in full force and effect through September 30, 2007. Thereafter, this Agreement shall automatically renew without further action of the parties through September 30, 2008, with provision for an additional seven (7) months through April 30, 2009, upon mutual consent of the parties. In the absence of this mutual consent, this Agreement shall terminate effective September 30, 2008."

3. That Paragraph 9, DELEGATION AND ASSIGNMENT, of the Additional Provisions in the Agreement be revised and amended as follows:

"9. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written

amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without



County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

4. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the parties hereby agree and confirm the terms and conditions as set forth in the Agreement.

5. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions specified in the Agreement.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical  
Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

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JER:8/15/06

### SCHEDULE III

ANNUAL BUDGET EFFECTIVE 10/1/06 THROUGH 4/30/09

HARBOR/UCLA MEDICAL CENTER	\$ 167,000
HIGH DESERT HEALTH SYSTEM	1,000
LAC+USC HEALTHCARE NETWORK	40,000
MARTIN LUTHER KING, JR./CHARLES R. DREW MED CNTR	100,000
OLIVE VIEW/UCLA MEDICAL CENTER	100,000
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER	<u>210,000</u>
TOTAL	<u>\$ 618,000</u>

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8/15/06